

CONTRACT BETWEEN  
SIOUX CENTRAL COMMUNITY SCHOOL DISTRICT  
AND  
SIOUX CENTRAL EDUCATION ASSOCIATION

2006-2007

## INDEX

	PAGE
Preamble.....	3
Article One – Grievance Procedure.....	4
Article Two – Hours of Work.....	6
Article Three – Leaves.....	8
Article Four – Health and Safety.....	11
Article Five – Insurance.....	11
Article Six – In-Service Training.....	11
Article Seven – Evaluation Procedure.....	12
Article Eight – Transfer Procedure.....	15
Article Nine – Staff Reduction Procedures.....	15
Article Ten – Salary.....	17
Article Eleven – Dues Deduction.....	19
Article Twelve – Mentoring.....	19
Signature Page.....	20
Grievance Form.....Attachment One.....	21
Advance to M A Form	
Continuing Education Permission Form...Attachment Two...	23
Exhibit A - /Salary Schedule.....Attachment Three.....	24
Exhibit B – Supplemental Pay Schedule.....	24

## PREAMBLE

This is a contract between the Board of Directors of the Sioux Central Community School District and the Sioux Central Education Association, an affiliation of the Iowa State Education Association. The Sioux Central Education Association is a successor in interest to the Sioux Rapids-Rembrandt Education Association, which was the certified bargaining unit in the certification instrument issued by the Public Employment Relations Board on June 27, 1990. It is agreed between the parties that the certification may be amended to describe the same positions but change the name from the Sioux Rapids-Rembrandt Community School /District to the Sioux Central Community School District and the bargaining unit from the Sioux Rapids-Rembrandt Education Association to the Sioux Central Education Association.

The bargaining unit described in the above certification is as follows:

**INCLUDED:** All full-time and regular part-time professional employees of the Sioux Central Community School, including:  
classroom teacher, grades pre-K – 12, librarian, special teachers, Title I teachers and guidance counselors.

**EXCLUDED:** Superintendent of school, high school principal, middle school principal, elementary principal, all substitutes, district secretaries, non-professional employees, and all other excluded by section 4 of the act.

## ARTICLE ONE GRIEVANCE PROCEDURE

- A. (1) A grievance shall mean only a claim that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement not specifically excepted from the grievance procedure.
- (2) The grievance, starting with Step One, shall be filed on the Grievance Form, found in the appendix, within 30 days of the alleged violation, misinterpretation or misapplication as stated above in A.1.
- B. (1) Every employee or group of employees of the association shall have the right to present grievances in accordance with these procedures.
- (2) The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- (3) It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff unless departure from this procedure is mutually agreed upon between the parties.
- C. (1) First Step  
An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his or her principal. If after ten (10) school days no result has occurred or if the grievant is still dissatisfied, the grievant may go to the second step.
- (2) Second Step  
If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the

contract, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be written within ten (10) school days from the day of the conference at the first step. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent and the association within ten (10) school days after receipt of the grievance.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file and answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal and the association.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The association may submit, in writing, a request on behalf of the association and the grieving employee to the superintendent within thirty (30) days from the receipt of the Step 3 answer to enter into such arbitration. The Public Employment Relations Board shall be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be born equally by the school district and the association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be final and binding on the parties.

## ARTICLE TWO HOURS OF WORK

A. It is agreed by and between the association and the board that, as a general rule, the work day shall begin at 8:00 AM and end at 4:00 PM, subject to additional time necessary to perform extra curricular activities and extra duty assignments as hereinafter provided.

In addition, the employees may be required to come in or stay up to one additional hour per week, which shall be non-accumulative and shall end no later than 4:45 PM, for in-service, teacher meetings, etc. Employees may also be requested to change hours for such reasons as parent-teacher conferences, etc. The school day will end at the time specified except on Fridays, days preceding holidays, vacation periods, and days when teachers are required by the administration to attend required evening activities such as open house, conferences, fairs, and concerts, when the work day shall end when the buses leave. This would included coaches who need t be back by 6:00 PM or earlier.

B. In addition to the regular assigned duties, employees shall perform some additional duties to assist the school program, which duties shall not receive additional compensation. Examples would be supervision of student activities, ticket taking, or things of that nature. Elementary teachers shall be assigned only one high school duty.

C. Some employees shall perform supplemental duties as assigned on their contracts, which duties are set forth on the extra duty pay schedule attached to this master contract as Exhibit B. Performance of those duties shall be compensated at the rate provided on the extra duty pay schedule attached to this master contract as Exhibit B.

D. In the event the employee has a doctor or dental appointment before or after school, the superintendent or the building principal shall have the discretion to make adjustments to the work day for that employee.

E. Vacations and holidays shall be designated in the school calendar as adopted by the board or directors. These may change due to emergencies and the need to meet Department of Education standards.

F. In the event school is dismissed due to inclement weather conditions, the teacher will be permitted to leave as soon as the buses leave.

G. In the event the employee's spouse, child, or parent have emergency appointments before or after school, the superintendent or the building principal may have the discretion to make adjustments to the work day. Such discretion is not grievable. This is not to intend to mean routine appointments.

## ARTICLE THREE LEAVES

### A. Sick Leave

1. Employees will be allowed sick leave for illness or temporary disabilities, including pregnancy, or for appointments with medical specialists as follows:

1 <sup>st</sup> year	10 days
2 <sup>nd</sup> year	11 days
3 <sup>rd</sup> year	12 days
4 <sup>th</sup> year	13 days
5 <sup>th</sup> year	14 days
6 <sup>th</sup> and subsequent years	15 days

Employees may accumulate 100 days of sick leave. Since the district has the minimum accumulation of 100 days of sick leave, employees are allowed five dollars (\$5.00) per day for sick leave in excess of 100 days at the end of the year. This would be for a maximum of 15 days per year.

### B. Personal Leave

1. Two (2) days of personal leave shall be available for use at the employee's discretion. One (1) day of unused personal leave may be carried over to the next year, for a maximum of three (3).

2. Administration must be notified one week in advance, except in case of emergency.

3. Only one day of personal leave may be taken after May 1<sup>st</sup> and cannot be taken in the last 10 days of school, except for the graduation of the employee's child, including legal guardianship.

4. A district maximum of six certified staff may be allowed personal leave on the same day: two staff in grades K-5 area, two staff in grades 6-12 area with one additional staff in each area pending the availability of substitute teachers. Preference will be given in order of request.

### C. Bereavement Leave

1. Five (5) days of leave shall be made available per death in the event of the death of an employee's spouse, child, brother, sister, or parent: three (3) days shall be made available per death in the event of the death of the employee's son-in-law, daughter-in-law, father-in-



law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchild.

2. Up to one (1) day of leave may be granted per year in the event of a death of a close friend or relative outside of the employee's immediate family as defined above.

3. This leave is without loss of pay and employees shall request the minimum time necessary, which must be approved by the superintendent.

D. Professional Leave

1. Absences in connection with extra-curricular activities or approved field trips are regarded as part of the regular work and do not invoice pay or leave deductions.

2. One day for attendance at professional meetings or visiting other schools is permitted at full pay if approved by the building administrator in advance. Additional days will be granted at administrator discretion. Denials for this leave will be given to the teacher in writing. One day of unused professional leave may be carried over to the next year, for a maximum of 2 days.

E. Jury Duty

1. Leave without loss of pay may be granted by the superintendent in order for a teacher to serve on a jury. No deduction from compensation will be made during the term of jury duty service, provided that all jury fees received by any such employee be turned over to the school principal.

F. At the superintendent's discretion unpaid leave may be granted.

G. Association Leave

1. Two (2) days shall be available for one person to attend the delegate assembly.

H. Anyone who works part-time shall receive pro-rata leave credit.

I. Family Leave

Each employee shall have available to them 15 (fifteen) working days of leave to be used for the illness of an immediate family member. Each day of leave shall be deducted from the employee's sick leave. Immediate family shall be defined as the employee's spouse, child, parent, brother, and sister. A maximum of two (2) days could be used for the employee's mother-in-law and /or father-in-law.

J. Military/Active Duty Leave

Military and Active Duty leave will be granted according to state and Federal guidelines.

## ARTICLE FOUR HEALTH AND SAFETY

- A. Employees that are required to provide the District with evidence of physical fitness, as required by the State Department of Education, shall have the cost of such examination by the District up to a maximum of \$30.00 of any amount not covered by insurance.

## ARTICLE FIVE INSURANCE

- A. For each employee who is employed 24 hour per week his/her employment status qualifies the employee for coverage under the policies selected by the board of directors and the employees will receive single health coverage paid by the board. Each employee shall contribute \$1.00 toward the health insurance policy to meet the contributory requirements of a group coverage policy.
- B. For each employee who is employed 24 hours per week his/her employment status qualifies the employee for coverage under the policies selected by the board of directors and the employee will receive LTD coverage paid by the board.

## ARTICLE SIX IN-SERVICE TRAINING

- A. An in-service committee consisting of the administrators and three people appointed by the association shall be established for the purpose of determining the content and structure of the in-service training program within the district. In addition, employees shall have made available in-service training as provided for under the professional leave provisions. Membership in the association is not a requirement to serve on this in-service committee.

## ARTICLE SEVEN EVALUATION PROCEDURE

- A. Evaluation and supervision of certificated personnel (teachers) serves two purposes:
  - 1. The continual improvement of the program of instruction that is provided for the district's students.
  - 2. The maintenance of staff that meet or exceed district standards of performance.
  
- B. In the teacher in-service which precedes the commencement of the school year, the administration shall explain the formal evaluation procedure and shall review the formal evaluation instrument which will be used by the administration that year. That formal evaluation instrument will define the district's standards which will be expected for that year.
  
- C. Evaluators
  - 1. The principal is the primary evaluator.
  - 2. The superintendent will be an evaluator as needed.
  
- D. Goals
  - 1. Goals are used for continuous progress and improvement of weak areas.
  - 2. Goals are submitted on the goal sheet.
  - 3. Goals are agreed on by the evaluator and teacher by September 15 of each year.
  - 4. Goals are periodically reviewed during the observation conference.
  
- E. Formal Observations
  - 1. Formal observations are conducted within the learning area, and are at least 15 minutes long.
  - 2. Formal observations shall be either:
    - a. Arranged by the principal;
    - b. Arranged by the teacher;
    - c. Unannounced.
  - 3. Formal observations shall not occur the day before or the day after school vacations or right before school parties or after March 15.

4. Good judgement is to be used in making unannounced observations.
  5. Evaluation will be done according to Iowa Code #284.4 for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> year teachers.
  6. A conference shall take place within five (5) school days following each observation.
- F. Informal Observation
1. Informal observations are also considered in the evaluation process. Examples are hall observations or brief classroom visits.
  2. In addition, reports by other faculty members, board members, parents and students will be considered in the informal observation process.
- G. Record Keeping
1. Records and personnel files are confidential between teacher and evaluator.
  2. The teacher's evaluation records shall be open and available for the teacher's review. The teacher also shall have the right to make copies of any portion of their evaluation file and submit responses to anything placed in the evaluation file.
  3. Records are kept for three years after the teacher leaves the system and used only as the teacher desires.
  4. Teachers are to be informed of all documents entered in their personnel file at the time are entered into the file.
- H. Appeal and Review
1. Any teacher dissatisfied with the evaluation may respond to the evaluation in writing and that response shall be attached to the evaluation.
  2. A teacher may utilize the grievance procedure with regard to an evaluation except that before a formal grievance at the second step is filed, there must be an informal conference with the principal who conducted the evaluation, which is previously announced as the first step of the grievance procedure. In addition, there shall be a second step, which must take place prior to any written grievance, which will be an informal step with superintendent. That also must be announced as the second informal step of an evaluation grievance.
- I. Evaluation Conference

1. A conference shall take place between the evaluator and the teacher for the purpose of reviewing the evaluation(s) to explain the content and reasons for the notations in the evaluation(s).
  2. The evaluator shall not only explain the deficiencies in the evaluation, but shall also furnish written comments and suggestions for improvement if the performance is at less than the district standard.
- J. The district will follow State-mandated Evaluation Procedures if the Master Contract conflicts with the State-mandated Procedures.

## ARTICLE EIGHT TRANSFER PROCEDURES

- A. In the event transfers are necessary in the district attempts will be made to accomplish this through voluntary transfers acceptable to the administration. A denial of the transfer shall be explained in writing within seven (7) days of the decision to the affected employee.
- B. Notices of vacancies and opportunities for transfer shall be posted and accessible to all teachers in each building as soon as the administration receives confirmed information of an opening.
- C. In the event of a class or subject matter reassignment the affected employee shall be notified in writing by July 15, and shall have the opportunity to visit with the administrative staff concerning the reassignment. In cases of emergency vacancies that occur after July 15, the affected employees shall be notified within seven (7) days of the administration receiving the vacancy notice.

## ARTICLE NINE STAFF REDUCTION PROCEDURES

- A. When the administrators decides staff reduction or realignment is necessary, it shall notify the Board of Directors and made a recommendation to the board under Chapter 279 of the Iowa Code.
- B. The Board of Education shall maintain the most competent qualified staff available and in the interest of perpetuating the highest quality education program possible, shall base its decision on ability, competence, qualification and seniority of available employees.
- C. If a reduction is recommended within a grade level in K-6, the comparisons shall be among those persons currently teaching K-6. If the reduction is recommended within a subject area, the comparisons shall be among those persons currently teaching 7-12. Reduction may be a portion of a contract if so recommended by the administration.

- D. Seniority is defined as an employee's total number of years' employment as a teacher with the Sioux Central Community School District and any of the District's consolidated school districts. The seniority list to be agreed upon by October 15 of each year by the IBB team.



## ARTICLE TEN SALARY

- A. A salary schedule and guidelines shall be established for the professional positions that will attract the best candidates available, provide stability for the professional staff, and stimulate professional growth while in service.
- B. These schedules and guides shall be subject to annual review and modifications.
- C. Educational Advancement  
Employees, by securing pre-approved, additional education in the field of their current contracted assignment, advance in to higher educational lanes as provided for in said schedule. In order to advance, an employee must provide satisfactory evidenced of such additional education, and thereby justification for advancement, within thirty (30) days after commencement of the school year and no less than three(3) days prior to the date upon which the employee expects to receive the first compensation from the school district for services performed by said employee. No educational advancement shall be allowed during the contract year, but evidence of the accomplishment of same by the employee may be submitted at any time for consideration by the administration during the immediate subsequent contract year.
- D. Initial Placement  
The initial salary is based upon the candidate's qualifications and experience in accordance with the salary schedule and regulations in force at the time of employment.
- E. Allowance for Experience  
Credit may be allowed up to five (5) years for approved teaching experience. In calculating teaching experience, no fractional credit of less than one-half school year will apply. One-half or more of actual teaching will be credited as one full year's experience. Experience as a substitute teacher shall not be credited upon the salary schedule. The board reserves the right to pay above the schedule up to five (5) years experience in areas considered to be hard to fill if the need arises.

- F. Phase III  
The Phase III program shall continue to be handled by the committee appointed by the board of directors. The Phase III committee shall make an annual report to the association verbally and/or writing, which report shall outline the content of Phase III programs and the disbursement of Phase III funds.
- G. In order to advance to the MA, the teacher must receive written permission from the superintendent. (see form in the appendix)
- H. When the district used regular teachers to cover another teacher's class, during their free time, rather than hiring a substitute, the regular teachers will be paid five dollars (\$5.00) for 30 minutes or less, and ten dollars (\$10.00) for 31 minutes or more, up to one hour.
- I. In the event that an ICN class enrollment exceeds 25 students, the instructor would be paid \$25 per student per semester for excess students receiving the class over the ICN. The number of sites and number of students over 25 shall be mutually agreed upon by the instructor and the administration.

## ARTICLE ELEVEN DUES DEDUCTION

### A. Authorization

Any employee who is a member of the association or who has applied for membership may sign and deliver to the board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set out in Schedule D.

### B. Regular Deduction

Pursuant to a deduction authorization, the board shall deduct one-twelfth of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year.

### C. Pro-rated Deduction

Employees who begin deductions after September shall have the total dues pro-rated on the basis of the remaining months of employment through August.

### D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the board and to the association.

## ARTICLE TWELVE MENTORING

The district will follow the state approved Sioux Central District Mentoring plan.

This contract shall cover the period July 1, 2006 through June 30, 2007.

For the Sioux Central  
Education Association

For the Board of Directors of  
the Sioux Central Community  
School District

\_\_\_\_\_  
President

Date \_\_\_\_\_

\_\_\_\_\_  
Chief Negotiator

Date \_\_\_\_\_

\_\_\_\_\_  
President

Date \_\_\_\_\_

\_\_\_\_\_  
Chief Negotiator

Date \_\_\_\_\_

**Grievance Form  
Step 1**

Distribution of Form

# \_\_\_\_\_

1. Association \_\_\_\_\_
2. Employee \_\_\_\_\_
3. Employer \_\_\_\_\_

Step 1: Meeting Date

Grievant(s): \_\_\_\_\_

\*\*\*\*\*

**Step 2**

A. Date Violation occurred: \_\_\_\_\_

B. Section(s) of contract violated: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
E. Disposition by Principal or Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal or  
Immediate Supervisor

Date

**Step 3**

A. \_\_\_\_\_  
Signature of Grievant Date filed

B. Disposition by Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent Date

\*\*\*\*\*

**Step 4**

A. \_\_\_\_\_  
Signature of Sioux Central EA Representative

B. \_\_\_\_\_  
Date Submitted to Arbitration

**Sioux Central Continuing Education Permission Form**

Teacher Name \_\_\_\_\_ Date \_\_\_\_\_

Area of Study for Master's Degree \_\_\_\_\_

Current Teaching Area \_\_\_\_\_

Recertification Credit Course \_\_\_\_\_

The district will honor this for movement on the salary schedule.

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Copies:

Teacher  
Personnel File

